

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

LATHAM & WATKINS  
633 West Fifth Street, Suite 4000  
Los Angeles, California 90071-2007  
Attention: Dale K. Neal, Esq.

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(Space Above For Recorder's Use)

**COVENANT AND AGREEMENT AFFECTING REAL PROPERTY**

THIS COVENANT AND AGREEMENT AFFECTING REAL PROPERTY (this "**Agreement**") is made as of October 11, 2002 (the "**Effective Date**"), at Los Angeles, California, by CDC/SMT OUTDOOR, LLC, a Delaware limited liability company ("**Buyer**"), for the benefit of BOEING REALTY CORPORATION, a California corporation ("**Boeing**").

**R E C I T A L S:**

A. Concurrently herewith, Boeing has conveyed to Buyer fee title to that certain parcel of unimproved land located in Los Angeles County, California, comprised of approximately 174,240 gross square feet of unimproved land located in the Harbor Gateway community of the City of Los Angeles at the northeast corner of Knox Street and Harbortate Way, and more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("**Buyer's Parcel**").

B. Buyer's Parcel constitutes a portion of that certain approximately 53 acre "Project Site", as such term is defined in that certain Agreement executed and delivered by Boeing on October 7, 2002, executed by the City on October 8, 2002, and currently awaiting processing and dating by the Clerk of the City of Los Angeles (the "**Boeing City Agreement**") between Boeing and the City of Los Angeles, a municipal corporation (the "**City**").

C. Pursuant to the Boeing City Agreement, in consideration of the City Contribution (as defined in the Boeing City Agreement) of funds for the development of "EDA Public Improvements" (as defined in the Boeing City Agreement), Boeing has agreed with the City that (i) the Project Site shall be improved with buildings such that businesses shall locate facilities on the Project Site that will result in the creation of no fewer than two hundred (200) quality, living wage jobs within two (2) years after the completion of the Surface Soils Remediation (as such term is defined in the Boeing City Agreement) and that at least two hundred (200) quality, living wage jobs will remain at the Project Site for ten (10) years following either (a) completion of EDA Public Improvements or (b) issuance of the Certificate of Completion (as defined in the City Boeing Agreement, whichever occurs first (the "**Job Creation Covenant**")); (ii) Boeing shall pay to the City liquidated damages in the amount of the City's liability to EDA arising out of any breach of the Job Creation Covenant, and (iii) Boeing shall cause to be filed annually

certain reports and forms relating to job creation and management on the Project Site for a period commencing upon completion of the EDA Public Improvements and ending 10 years thereafter.

D. Boeing and Buyer have agreed, pursuant to that certain Agreement for Purchase of Real Property and Joint Escrow Instructions dated as of October 11, 2002, that (i) a portion of the obligation under the Job Creation Covenant shall be allocated to the Buyer's Parcel, (ii) Buyer, its successors and assigns, shall indemnify Boeing with respect to certain losses as a result of a breach of such allocated obligations, and (iii) Buyer, its successors and assigns, shall file annually certain reports and forms relating to job creation and management on Buyer's Parcel for a period commencing no later than two (2) years after the completion of the Surface Soils Remediation for the Project Site and ending upon the earlier of the tenth (10<sup>th</sup>) anniversary of completion of the EDA Public Improvements or the Effective Date of this Agreement.

NOW, THEREFORE, incorporating and in consideration of the foregoing recitals, Buyer hereby covenants and declares for the benefit of Boeing that Buyer's Parcel is now held and shall hereafter be held, transferred, sold, leased, conveyed, encumbered, mortgaged, improved and occupied subject to the terms of this Agreement. The covenants, conditions and restrictions set forth herein shall run with Buyer's Parcel and every part thereof in accordance with California Civil Code §1468, and shall be binding on Buyer and its successors and assigns with respect to Buyer's Parcel, and shall inure to the benefit of Boeing and its successors and assigns.

1. Allocation of Job Creation Covenant. Buyer hereby agrees as follows with respect to the creation and maintenance of quality, living wage jobs on the Buyer's Property (collectively, the "**Buyer's Job Covenant**"):

a. Job Creation. Buyer shall cause Buyer's Parcel to be improved with buildings such that businesses shall locate facilities on Buyer's Parcel that will result in the creation of no fewer than one hundred twenty five (125) quality, living wage jobs within two (2) years after the completion of the Surface Soils Remediation for the Project Site.

b. Job Maintenance. Buyer shall cause to be maintained upon Buyer's Parcel not less than one hundred twenty five (125) quality, living wage jobs during the period commencing upon the second (2<sup>nd</sup>) anniversary of the completion of the Surface Soils Remediation for the Project Site, and ending on the tenth (10<sup>th</sup>) anniversary of the Effective Date of this Agreement (the "**Covenant Term**").

2. Buyer's Job Reporting Covenant.

a. Reporting. Buyer and its successors and assigns with respect to Buyer's Parcel shall annually during the period commencing no later than two (2) years after the completion of the Surface Soils Remediation for the Project Site and ending upon expiration of the Covenant Term complete "Assurances of Compliance with Civil Rights and Other Legal Requirements," (Federal Form V-8), "Employer's Nonrelocation Certification," (Federal Form VII-A-6a) and "Current and Projected Employee Data" (Form ED-612) (collectively, the "**EDA Forms**"), attached hereto as Exhibit "B" and submit them to the EDA as provided therein (collectively, "**Buyer's Job Reporting Covenant**").

b. Monitoring Compliance. Buyer, its successors and assigns with respect to Buyer's Parcel shall, and shall cause each lessee of any parcel within Buyer's Parcel to, annually deliver to Boeing copies of the EDA Forms submitted by such parties, so that Boeing can monitor compliance with such Buyer's Job Reporting Covenant.

3. Buyer's Indemnity re Job Covenant.

a. Indemnification. Buyer shall indemnify, defend (with legal counsel selected by Buyer) and hold harmless Boeing, its successors and assigns and their respective directors, officers, agents and employees (collectively, the "**Boeing Parties**") from and against any and all claims, actions, causes of action, liabilities, obligations, costs and expenses (including reasonable attorneys' fees) asserted by the City, the Economic Development Administration or the United States Government pursuant to Section 910 of the Boeing City Agreement as a result of a breach of Buyer's Job Covenant or Buyer's Job Reporting Covenant by Buyer, its successors or assigns with respect to the Buyer's Property; but only for so long as Boeing and the other indemnified parties fully and reasonably cooperate (as requested from time to time by Buyer) with Buyer's defense of any such indemnified matter.

b. Limitations. Notwithstanding the provisions of subsection 3.a above, in no event shall Buyer be obligated to indemnify, defend or hold harmless Boeing or any other Boeing Party from or against any Buyer Indemnity Excluded Claims (as defined below). As used herein, "**Buyer Indemnity Excluded Claims**" means any and all claims, actions, causes of action, liabilities, obligations, costs and/or expenses (including reasonable attorneys' fees) arising out of (i) the breach by any owner or tenant of any portion of the Project Site other than Buyer's Parcel of any job creation requirement, job maintenance requirement, job reporting requirement, or other obligation of Boeing under the Boeing City Agreement (other than those obligations undertaken by Buyer pursuant to Sections 1 and 2 hereof), or (ii) any breach by Boeing and/or its successors and assigns with respect to the portions of the Project Site other than Buyer's Parcel (including, without limitation, any tenant or other occupant of any portion of the Project Site other than Buyer's Parcel) of the obligation to be created within two (2) years after the completion of the Surface Soils Remediation (as defined in the Boeing City Agreement) and to cause at least seventy five (75) quality, living wage jobs to remain at the portions of the Project Site other than the Property during the Covenant Term, or (iii) claims or matters arising after the expiration of the Covenant Term.

c. Notice. Any Boeing Party with any claim or matter which is or may be indemnified against by Buyer hereunder shall provide prompt notice thereof to Buyer, and Buyer shall have the sole and exclusive right and authority to respond to and control the defense, settlement or litigation concerning any and all such claim(s) indemnified against by Buyer hereunder with legal counsel selected by Buyer in its sole and absolute discretion (other than legal counsel who has a conflict with any indemnified party against whom any such claim or matter is brought).

d. Exclusive Remedy. Boeing's remedy with respect to any breach by Buyer of the Buyer's Job Covenant or Buyer's Job Reporting Covenant shall be limited to enforcement of the indemnification obligations of Buyer, its successors and assigns under this Section 3. Boeing hereby waives all other remedies, if any, that it might have with respect to such breach.

e. Survival. The obligations of Buyer, its successors and assigns with respect to Buyer's Parcel under this Section 3 shall survive the Covenant Term but only with respect to claims arising out of a breach of the Buyer's Job Covenant or Buyer's Job Reporting Covenant occurring during the Covenant Term.

4. Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of Buyer's Parcel is and shall be conclusively deemed to have consented and agreed to every covenant, condition, restriction and provision contained in this Agreement, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in Buyer's Parcel.

5. Other Agreements. Nothing herein shall prejudice or diminish the rights of Buyer, Boeing or any successor or assign of either such party with respect to the Project Site under any other agreement, covenant, condition, restriction, easement or document now or hereafter recorded against title to the Project Site.

6. Estoppel Certificate. Either party hereto, upon the written request of the other party hereto (which may be made by the requesting party at any time, but may not be made more frequently than two (2) times during any calendar year for any purpose), shall issue to a prospective mortgagee or successor of the requesting party, within fifteen (15) business days after receipt of any such request, an estoppel certificate stating:

a. whether the party to whom the request has been directed knows of any default by the requesting party under this Agreement, and if there are known defaults, specifying the nature thereof;

b. whether this Agreement has been duly assigned, modified or amended in any way (and if it has, then stating the nature thereof); and

c. whether, to the party's knowledge, this Agreement, as of the date of such estoppel certificate, is in full force and effect.

Such estoppel certificate shall act as a waiver of any claim by the party furnishing it to the extent such claim is based upon facts contrary to those asserted in the estoppel certificate and to the extent such claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts contrary to those contained in the estoppel certificate and who has acted in reasonable reliance upon the estoppel certificate. However, such estoppel certificate shall in no event subject the party furnishing it to any liability whatsoever, notwithstanding any negligent or other inadvertent failure of such party to disclose correct and/or relevant information.

7. Mortgagee Protection. No violation or breach of the covenants, restrictions, provisions or limitations contained in this Agreement shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing affecting Buyer's Parcel; provided, however, that any successor of Buyer or the party obtaining the financing shall be bound by such remaining covenants, restrictions, limitations and provisions in this Agreement, whether such title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

8. No Third Party Beneficiary. No third-party beneficiaries are or shall be created by the execution of this Agreement.

9. Notices. Except as otherwise expressly provided in this Agreement or required by law, all notices, consents, requests, demands, approvals, authorizations and other communications provided for herein shall be in writing and shall be deemed to have been duly given if and when personally served or seventy-two (72) hours after being sent by United States first class mail, postage prepaid, to the intended party at its last known address. For purposes of this Section, "last known address" with respect to either party shall mean such party's address supplied by such party to the other party.

10. Liberal Construction. The provisions of this Agreement shall be liberally construed to effectuate its purpose. The failure to enforce any provision of this Agreement shall not constitute a waiver of the right to thereafter enforce such provision or the right to enforce any other provision hereof.

11. Singular Includes Plural. Whenever the context of this Agreement requires, the singular shall include the plural, and vice versa and the masculine shall include the feminine and the neuter, and vice versa.

12. Headings. Section headings, where used in this Agreement, are inserted for convenience only and are not intended to be a part hereof or in any way to define, limit or describe the scope and intent of the particular provisions to which they refer.

13. Attorneys' Fees and Costs. If any party hereto commences litigation for the judicial interpretation or enforcement hereof, or for damages for the breach hereof, the prevailing party shall be entitled to its reasonable attorneys' fees and court and other costs incurred.

14. Other Documents; Cooperation of Parties. Each party agrees to sign any other and further instruments and documents as may be reasonably necessary or proper in order to accomplish the intent of this Agreement.

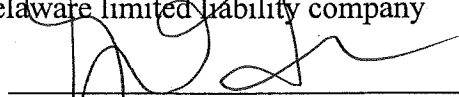
15. Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding Agreement.

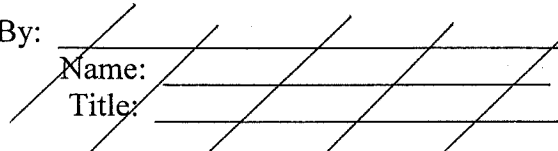
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

BUYER

CDC/SMT OUTDOOR, LLC,  
a Delaware limited liability company

By:   
Name: Gregory McGrath  
Title: President, Western Region

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BOEING

BOEING REALTY CORPORATION  
a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

BUYER

CDC/SMT OUTDOOR, LLC,  
a Delaware limited liability company


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BOEING

BOEING REALTY CORPORATION  
a California corporation

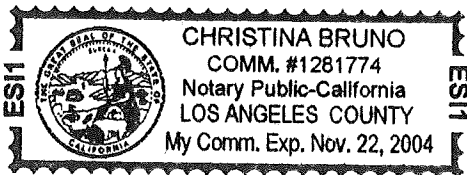
By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
STEPHEN J. BARKER  
DIRECTOR-BUSINESS OPERATIONS

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Stephen J. Barker  
Authorized Signatory

STATE OF CALIFORNIA )  
COUNTY OF Los Angeles ) ss.

On October 10, 2002, before me, Christina Bruno, a Notary Public in and for said state, personally appeared Gregory McGrath, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Christina Bruno  
Notary Public in and for said State

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

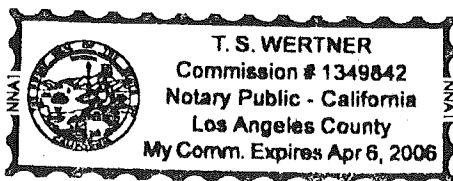
\_\_\_\_\_  
Notary Public in and for said State



STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Orange )

On October 10, 2002, before me, T.S. Wertner, a Notary Public in and for said state, personally appeared Stephen J. Barker, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Tm  
Notary Public in and for said State

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF BUYER'S PARCEL**

Lot 7 of Tract 52172, filed October 10, 2001, as Instrument No. 01-1923920 in Book 1262, Pages 59 to 62, inclusive of Maps, in the Official Records of the County of Los Angeles, State of California;

**EXHIBIT "B"**

**EDA FORMS**

Exhibit V-8

**ASSURANCES OF COMPLIANCE**  
with Civil Rights and Other Legal Requirements  
(To Be Executed Only By Other Parties)

Other Party's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Applicant: \_\_\_\_\_

Brief Description of Project: \_\_\_\_\_

The obligations incurred under this form apply only to the facility or property being assisted with Earthquake Assistance funds. A condition of the Earthquake Assistance being made available to the Applicant is the requirement that the Economic Development Administration (EDA) independently assess the Civil Rights impact of the project. This form applies to Other Parties, who are inclusive of any governmental, public or private agency, institution, organization or other entity, or any individual with a direct or substantial participation in the program or project receiving support from Earthquake Assistance funds, such as contractors, subcontractors, providers of employment, or users of the facility or its services. This form is being executed by an "Other Party" who satisfies one or both of the following conditions (check at least one):

- ☐ 1. The Other Party will be creating or saving 15 or more jobs (estimated No. \_\_\_\_\_) as a result of the Earthquake Assistance, and (check a or b)
- ☐ (a) is specifically cited in the application for funds as a project beneficiary.
- ☐ (b) will locate or is located in an assisted industrial park before the Applicant has received its final disbursement for the park. (Source 13 CFR 311.3)
- ☐ 2. The project serves an industrial park site which is neither owned nor operated by the Applicant or recipient of Earthquake Assistance funds. The non-applicant owner(s) and operator(s) are considered "Other Parties". (Source 13 CFR 305.43)

ASSURANCES OF COMPLIANCE WITH THE DEPARTMENT OF COMMERCE AND THE  
ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) REGULATIONS UNDER  
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964,  
PUBLIC LAW 92-65 (as amended), SECTION 504 OF THE REHABILITATION ACT OF 1973,  
AND THE AGE DISCRIMINATION ACT OF 1975

The \_\_\_\_\_ (hereinafter called the "Other Party") assures that,  
(Name of Other Party)

as an Other Party, it will comply with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-2000d-4), the requirements imposed by or pursuant to regulations issued for the Department of Commerce and designated as 15 CFR Subtitle A Part 8, and any amendments thereto.

## Exhibit V-8

The Other Party agrees to comply with the provisions of Section 112 of Public Law 92-65 (42 U.S.C. 3123), the requirements imposed by or pursuant to the regulations of the EDA promulgated in 13 CFR Part 311 (as explained in the April 1979 EDA Civil Rights Guidelines), and any amendments thereto.

The Other Party agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 15 CFR Part 8b, subsections a, b, c, and e (Regulations of the Department of Commerce implementing Section 504 of the Rehabilitation Act), and the age discrimination Act of 1975 (42 U.S.C. 6101), 15 CFR Part 20. Such requirements hold that no person in the United States shall on the ground of race, color, national origin, sex, handicap, or age be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity for which Earthquake Assistance funds have been extended.

In accordance with these assurances and without limiting the above, the Other Party agrees that these assurances shall be binding upon it, its grantees, assignees, transferees, lessees, and successors in interest. These assurances shall also be binding through every modification or amendment to this project.

The Other Party acknowledges that it has received and read the Department of Commerce and the EDA regulations, and that it is aware that if there appears to be a failure or threatened failure to comply with this part, and if the noncompliance or threatened noncompliance cannot be corrected by informal means, compliance with this part may be effected by the suspension or termination of, or refusal to grant or to continue, the financial assistance made available to the Applicant, or by any other means authorized by law.

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NOTICE

This form must be executed by an official authorized to make the aforementioned assurances contained herein, with full authority to bind the other party identified herein. If the other party is a corporation, this form must be executed by a corporate officer authorized to make such assurances, and the title block must clearly indicate such authority. Assurance forms executed by employees other than corporate officers will not be accepted unless they are accompanied by a separate certification signed by a corporate officer stating the assurer has full authority to bind the other party identified herein. In the case of an individual executing this assurance form as sole owner, sole owner must be indicated in the title block. For situations other than those discussed herein, contact the EDA regional office for appropriate acceptance instructions.

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ACCEPTANCE OF ASSURANCES OF COMPLIANCE

These assurances are made and accepted for the Other Party by:

\_\_\_\_\_  
(Signature of Accepting Official)

\_\_\_\_\_  
(Date)

Typed/Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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WARNING

False statements or representations made in connection with this "ASSURANCE OF COMPLIANCE" is a violation of Federal law punishable by a fine of not more than \$10,000 or by imprisonment for not more than five years, or both (see 42 U.S.C. 3220; 18 U.S.C. 1001).

## EMPLOYER'S CERTIFICATE OF NONRELOCATION

To be executed by employers within project boundaries of projects for construction grant assistance under Titles I, IV, IX and section 301(f) of Title III of the Public Works and Economic Development Act of 1965, as amended (PWEDA).

NOTE: The Economic Development Administration's (EDA) regulations at 13 CFR 309.3 prohibit EDA from making funds available under Titles I, IV, IX and section 301(f) of Title III which will have the effect of assisting an employer in moving jobs from one commuting area to another commuting area. An expansion of an existing business to a new location may be assisted if such an expansion will not cause unemployment in other areas where the business conducts operations.

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Items 1-2 are to be completed by Grant Applicants before this form is executed by employers.

1. Grant Applicant Name: \_\_\_\_\_

City, State: \_\_\_\_\_

2. Short Description of Project:

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Employers are to complete items 3-4 and read and understand item 5.

3. This form is being executed by an employer who satisfies one or more of the following conditions: (Check at least one)

- ☐ a. It is an employer located or locating, or a nonapplicant owner or operator of an industrial park or site within the Project Boundaries.
- ☐ b. In the case of construction grants to fund area-wide utility systems it is an employer which uses or is projected to use greater than ten percent (10%) of the total capacity of the utility system as improved by the Earthquake Assistance grant being provided in part with funds from EDA.
- ☐ c. It is an affiliate, subsidiary, or other entity under direct, indirect, or common control of the foregoing entities.
- ☐ d. It is an assignee, transferee, lessee, or successor in interest of the foregoing entities.

4. Employer certification and assurance of compliance with EDA'S nonrelocation regulations.

\_\_\_\_\_  
(Name of Employer)

Address:

Phone No.:

(hereinafter called the Employer) certifies and assures that, as an Employer on a project involving EDA financial assistance, it will comply with EDA's nonrelocation regulations at 13 CFR 309.3.

### EMPLOYER'S CERTIFICATE OF NONRELOCATION (Continued)

These regulations provide that EDA financial assistance will not be used directly or indirectly to assist Employers who transfer one or more jobs from one commuting area to another. A commuting area is that area defined by the distance people normally travel to work in the locality of the project receiving EDA financial assistance. This restriction applies to the transfer of jobs, not of personnel.

The employer certifies and assures that it is not its intention to transfer one or more jobs from one commuting area to another by either (1) closing an operation in one commuting area and opening a new operation in the Project Area, which is in a new commuting area, or (2) curtailing its operations in another location and increasing the number of jobs of the existing operations located in the Project Area, for a period of forty-eight (48) months from the date of approval of Earthquake grant assistance to the applicant.

The Employer certifies and assures that it has not located and that it will not locate in the Project Area prior to the date of the approval of the proposed Earthquake grant assistance, for the purpose of avoiding the restrictions of this nonrelocation rule.

The Employer understands that Earthquake grant assistance is not prohibited for the expansion of an Employer through the creation of a new branch, affiliate, or subsidiary which will not result in a decrease in jobs in any area where the Employer conducts business operations, and that retail stores which open new outlets in EDA funded facilities are exempt from this requirement provided: (1) the retail store is not a direct recipient of EDA financial assistance; (2) the retail store is not engaged in a pattern of operations which would result in relocating a substantial portion of its operations from one multi-state region to another; and, (3) the new outlet opening will not result in a significant reduction of employment in the retail store's entire operation.

The undersigned is authorized to make the foregoing certification and assurances and to execute this Certificate on behalf of the Employer.

\_\_\_\_\_  
(Signature of Accepting Official)

\_\_\_\_\_  
(Date)

Typed/Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

### WARNING

False statements or representations made in connection with this "ASSURANCE OF COMPLIANCE" is a violation of Federal law punishable by a fine of not more than \$10,000 or by imprisonment for not more than five years, or both (see 42 U.S.C. 3220; 18 U.S.C. 1001).

EDA's NONRELOCATION REQUIREMENTS AT 13 CFR 309.3(m) PROVIDE THAT: "WHEN EDA DETERMINES THAT THESE REQUIREMENTS HAVE BEEN VIOLATED, EDA WILL TERMINATE FOR CAUSE THE FINANCIAL ASSISTANCE MADE AVAILABLE BY EDA. THE RECIPIENT WILL BE OBLIGATED TO REPAY TO EDA THE FULL AMOUNT OF THAT FINANCIAL ASSISTANCE PLUS INTEREST, FROM THE DATE DETERMINED BY EDA UPON WHICH THE VIOLATION OCCURRED, AT THE NEW YORK BANK PRIME RATE AS REPORTED IN THE WALL STREET JOURNAL ON THE DATE OF TERMINATION."

FORM ED-512 (REV. 3-95)		U.S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION		1. NAME AND ADDRESS OF ORGANIZATION							EDA USE ONLY								
CURRENT AND PROJECTED EMPLOYEE DATA		4. CURRENT PERMANENT POSITIONS					5. NEW PERMANENT JOBS CREATED AS A RESULT OF THIS PROJECT					6. PERMANENT JOBS TO BE SAVED		7. PERMANENT EMPLOYEES WHEN FULLY OPERATIONAL					
																ORGANIZATION		PROJECT NO.	
																NO. AND STREET		2. ORGANIZATION IS:	
																CITY		<input type="checkbox"/> APPLICANT <input type="checkbox"/> OTHER PARTY	
STATE AND ZIP		3. CURRENT TEMPORARY AND PART TIME EMPLOYEES		Total		Females		Minorities											
JOB CATEGORIES	Sex	Total Employees	Black (not of Hispanic Origin)	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native	Total Employees	Black (not of Hispanic Origin)	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native	Total Employees	Total Minorities	Total Employees	Total Minorities				
OFFICIALS AND MANAGERS	F																		
	M																		
PROFESSIONALS	F																		
	M																		
TECHNICIANS	F																		
	M																		
SALES WORKERS	F																		
	M																		
OFFICE AND CLERICAL	F																		
	M																		
CRAFTSPERSON (SKILLED)	F																		
	M																		
OPERATIVES (SEMISKILLED)	F																		
	M																		
LABORERS (UNSKILLED)	F																		
	M																		
SERVICE WORKERS, OTHER	F																		
	M																		
TOTAL	F																		
	M																		
GRAND TOTAL																			

8. NAME OF LABOR MARKET AREA		Total	Female	Black (Not of Hispanic Origin)	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native	9. THIS FORM PREPARED BY: (Typed Name)	
LABOR FORCE OF AREA		%	%	%	%	%	%	(Typed Position)	
UNEMPLOYMENT OF AREA		%	%	%	%	%	%	(Date and Telephone Number)	
EMPLOYED/APPLICANT OR "OTHER PARTY"		%	%	%	%	%	%	Authorized Organization Official (Typed Name and Title)	
DATE AND SOURCE OF LABOR MARKET DATA:								(Signature and Date)	

No further monies or other benefits may be authorized under this program unless this report is completed and filed as required by existing law and regulations (42 U.S.C. 2000d-1, 42 U.S.C. 3123, E.O. 11246, and C.F.R. part 6, 28 C.F.R. part 42, 13 C.F.R. part 317).